



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#23 OCTOBER 4, 2011

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SACHI A. HAMAI
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through collaboration with
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partners*



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October 04, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENTS TO VARIOUS TEMPORARY NURSING PERSONNEL SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute amendments to extend and update the Temporary Nursing Personnel Services, Therapeutic Hemapheresis and Temporary Medical Personnel – Certified Registered Nurse Anesthetist Agreements with various contractors for the provision of as-needed nursing personnel services for use by the Department of Health Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute amendments to 23 Temporary Nursing Personnel Services (TNPS) Agreements with the current contractors identified in Attachment A, effective upon Board approval, to exercise the option to extend the Agreement for two years, for the period of November 1, 2011 through October 31, 2013, with no change in rates, for the continued provision of temporary nursing personnel services, to update contract language as necessary, and add a new nursing personnel services category (Certified Medical Assistant at a maximum hourly rate of \$31.00), at an estimated cost of \$56.697 million for the two year period.
2. Delegate authority to the Director, or his designee, to offer and sign the form TNPS Agreement with qualified registries, based on need, that can best

serve the Department of Health Services (DHS), effective upon full execution by both parties through October 31, 2013.

3. Authorize the Director, or his designee, to execute Amendment No. 5 to Agreement No. H-211818 with United Anesthesia Associates (UAA) Inc. to extend the term, update contract language as necessary, with the rates unchanged for the continued provision of temporary Certified Registered Nurse Anesthetist (CRNA) personnel services, effective upon Board approval for the period of November 1, 2011 through October 31, 2013, at an estimated cost of \$4.128 million for the two year period.

4. Delegate authority to the Director, or his designee, to offer and sign the form Temporary Medical Personnel – CRNA Agreements with qualified registries, effective upon full execution by both parties through October 31, 2013, for the provision of as-needed temporary CRNA personnel services on a part-time/intermittent basis, at negotiated rates not to exceed those maximum rates approved by your Board.

5. Authorize the Director, or his designee, to execute an amendment to Agreement Nos. H-702795 with HaemoStat, Inc. (HaemoStat) and H-702971 with HemaCare Corporation (HemaCare) to extend the term, update contract language as necessary, with rates unchanged for the continued provision of therapeutic hemapheresis services at Harbor-UCLA Medical Center, LAC +USC Medical Center and Olive View/UCLA Medical Center, effective upon Board approval, for the period November 1, 2011 through October 31, 2013, at an estimated cost of \$1.389 million for the two year period.

6. Delegate authority to the Director, or his designee, to offer and sign the form Therapeutic Hemapheresis Services (THS) Agreement with qualified registries, effective upon full execution by both parties, through October 31, 2013, for the provision of as-needed temporary THS personnel services on a part-time/intermittent basis, at negotiated rates not to exceed those maximum rates approved by your Board.

7. Delegate authority to the Director, or his designee, to revise or incorporate provisions consistent with applicable Board policy, County Ordinances, etc., during the extended term of any of the aforementioned agreements.

8. Delegate authority to the Director, or his designee, to extend the term of any of the aforementioned agreements for an additional six month period to allow time to complete a future solicitation process and transition to successor contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS uses the TNPS, CRNA and THS Agreements to ensure appropriate staffing coverage when County employees are not able to provide critical patient care services. The current Agreements expire October 31, 2011. Approval of the recommended actions will allow DHS to extend the term of the Agreements, update contract language as necessary and execute form agreements with qualified contractors during the extension period in the event DHS needs additional contracts to provide appropriate patient care services.

The Department continues to explore opportunities to provide more efficient contracting and will use the extended term to evaluate the feasibility of merging these three agreements and possibly others, into a Master Agreement that could be awarded through a Request for Statement of Qualifications solicitation process. The Department plans to re-solicit for all these services during the extended term.

Temporary Nursing Personnel Services

The current TNPS agreements include an option to extend the agreements for two years with approval by your Board. As stated in our October 14, 2008 Board letter, DHS has reassessed the need for registry services and finds that there continues to be a shortage of available nurses for hire and there continues to be usage by all our facilities of temporary nursing personnel services. Therefore, DHS is requesting authority from your Board to exercise the two year option provided in the letter.

Approval of the first recommendation will exercise that option and ensure that the 23 TNPS Agreements are extended. Implementation of the 1115 Waiver includes transition to a medical home model across the DHS system-wide Ambulatory Care Network. In preparation for this transition the Department has identified the need and obtained authorization to add an additional County item, Certified Medical Assistant, for which recruitment efforts are underway. Approval to add this item to the current nurse registry agreements will ensure timely access to part-time/intermittent coverage to supplement County staffing during emergencies, and employee absences.

Approval of the second recommendation will enable DHS to contract with additional qualified registries, if necessary, to satisfy patient care needs.

Temporary Medical Personnel Services – Certified Registered Nurse Anesthetist

Although two CRNA agreements were initially approved by your Board, only the CRNA Agreement with UAA is active. Approval of the third and fourth recommendations will ensure that the CRNA Agreement with UAA is extended and enable DHS to contract with additional qualified registries to ensure adequate availability of CRNA staff.

Therapeutic Hemapheresis Service

Approval of the fifth and sixth recommendations will ensure that the two THS agreements are extended beyond the current expiration date of October 31, 2011 and enable DHS to obtain additional qualified contracts should additional coverage be necessary.

Delegated Authority for all Services

Approval of the seventh and eighth recommendations will allow DHS to update contract language, as needed, and extend any of the aforementioned agreements to complete the solicitation process and transition to successor contracts.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total eight month estimated cost for the 23 TNPS Agreement Amendments for Fiscal Year (FY) 2011-12, from November 1, 2011 through June 30, 2012, is \$22.441 million. The estimated cost by DHS facility for future fiscal years is shown in Attachment B.

The total eight month estimated cost for the UAA Agreement Amendment for FY 2011-12, from November 1, 2011 through June 30, 2012, is \$1.376 million. The estimated cost by DHS facility for future fiscal years is shown in Attachment C.

The total eight month estimated cost for the two THS Agreements for FY 2011-12, from November 1, 2011 through June 30, 2012, is \$0.463 million. The estimated cost by DHS facility for future fiscal years is shown in Attachment D.

Funding for these services is included in the FY 2011-12 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Temporary Nursing Personnel Services

For a number of years, the County has contracted with private registries for the provision of as-needed temporary nursing personnel for DHS to address critical staffing shortages, peak workloads, and vacation coverage at their respective facilities.

On October 14, 2008, your Board approved a new Agreement with 28 nurse registries for the continued provision of TNPS for DHS facilities, including Hospitals, Multi-service Ambulatory Care Centers, Comprehensive Health Centers and Juvenile Court Health Services, and delegated authority to the Director to offer and sign the form Agreement with other qualified registries. Due to the need for additional hemodialysis services, one more form Agreement was offered and executed soon thereafter. Since that time, three firms requested termination of the Agreement. In addition three other agreements were suspended and will be allowed to expire. Therefore, only 23 agreements are being recommended for extension.

Temporary Medical Personnel Services – Certified Registered Nurse Anesthetist

On September 26, 2000, the current CRNA form Agreement was approved by your Board and subsequent amendments were approved to extend the Agreement through October 31, 2011. There is an open contracting opportunity for these services; however, UAA is currently the only CRNA contractor.

Therapeutic Hemapheresis Services

On August 21, 2001, your Board approved THS Agreements with HaemoStat and HemaCare through August 31, 2006, including delegated authority for the Director to offer and sign similar form agreements to any other licensed and qualified therapeutic hemapheresis service providers. Subsequently, the form Agreement was offered to other qualified contractors, with no response, and the term of the form Agreement was extended through October 31, 2011.

County Counsel has approved Exhibits I, II and III as to use and form. The Amendment form for all the Amendments contains the Board's most recent required contract provisions.

CONTRACTING PROCESS

The TNPS, CRNA and THS contract programs use Board-approved form agreements that can be accessed by qualified temporary staffing firms able to provide staffing to perform the identified services. Agreements for these services, which are exempt from the Living Wage Program as they are for services provided on a part-time or intermittent basis, will be offered on an as-needed basis, as determined by DHS to qualified firms.

Should DHS need to add more registries under the TNPS contract program during this two year extension period, the Department will identify the next highest scored agency(ies) from the list that passed Phase II of the previously conducted Qualification Process and schedule a site visit. Agencies passing the Phase III site visit will be offered the form Agreement. In addition, if needed, the Department will re-open the solicitation to identify additional qualified registries.

Under the CRNA and THS contract programs, the respective administrators at DHS facilities will be responsible for screening all interested firms to ensure that they have qualified staff available to provide County services. Once identified, potential contractors will be required to complete a certification of qualifications questionnaire, which has been reviewed and approved by County Counsel and is on file with the Department, to determine whether the firm qualifies to receive a County contract. County staff reviews each potential contractor's articles of incorporation and by-laws, licensing status, insurability, and contacts their references.

Other County departments that may have a need for these services from time-to-time may contact DHS and use these contract services. Those County departments that determine the need to use the registry services will do so based upon the availability of funds and will be responsible for payments to the contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued availability of as-needed temporary nursing, CRNA and Hemapheresis personnel services for DHS.

The Honorable Board of Supervisors

10/4/2011

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:po

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENTS

| CURRENT CONTRACTORS | | SERVICE CATEGORY TO BE PROVIDED (✓) | | | | |
|---------------------|--|-------------------------------------|--------------------------------------|----------------------|---|---|
| | | Temporary Nursing Support | Temporary Hemodialysis Nursing | Temporary Nursing | Temporary Specialty Nursing and Surgical Technician | Temporary Mental Health Assistant/ Psychiatric Technician |
| 1. | ACS Nurses dba Advanced Care Services H-703555 3435 Wilshire Blvd. #945 Los Angeles, California 90010-1998 | ✓ | | ✓ | ✓ | ✓ |
| 2. | Allstar Staffing H-703536 7040 Avenida Encinas, Suite 201 Carlsbad, California 92011 | ✓ | | ✓ | ✓ | ✓ |
| 3. | Allstate Nursing Services, Inc. H-703557 17141 Ventura Blvd., Suite 204 Encino, California 91316 | ✓ | | ✓ | ✓ | ✓ |
| 4. | Associated Health Professionals, Inc. H-703537 6095 Bristol Parkway, 2 nd Floor Culver City, California 90230-6601 | ✓ | | ✓ | ✓ | ✓ |
| 5. | ATC Healthcare Services, Inc. H-703558 5601 W. Slauson Avenue, Suite 234 Culver City, California 90230 | ✓ | | ✓ | ✓ | ✓ |
| 6. | AYA Healthcare, Inc. H-703554 (formerly Access Nurses, Inc.) 5935 Cornerstone Ct. W. #300 San Diego, CA 92121 | ✓ | | ✓ | ✓ | |
| 7. | EZ Staffing, Inc. H-703559 333 E. Glenoaks, Suite 200 Glendale, California 91207 | ✓ | | ✓ | ✓ | ✓ |
| 8. | Global Nurses Services H-703539 3213 W. Imperial Hwy. Inglewood, California 90303 | ✓ | | ✓ | ✓ | ✓ |

| RECOMMENDED CONTRACTORS | | SERVICE CATEGORY TO BE PROVIDED (✓) | | | | |
|-------------------------|---|-------------------------------------|--------------------------------------|----------------------|---|---|
| | | Temporary Nursing Support | Temporary Hemodialysis Nursing | Temporary Nursing | Temporary Specialty Nursing and Surgical Technician | Temporary Mental Health Assistant/ Psychiatric Technician |
| 9. | Haemostat, Inc. 7247 Hayvenhurst, Unit A-1 Van Nuys, CA 91406 H-703568 | | ✓ | | | |
| 10. | Hemodialysis, Inc. dba Acute Mobile Dialysis 710 W. Wilson Avenue Glendale, California 91203 H-703566 | | ✓ | | | |
| 11. | HRN Services, Inc. 6345 Balboa Blvd. – Park II, Suite 140 Encino, CA 91316 H-703540 | ✓ | | ✓ | ✓ | ✓ |
| 12. | Juno Healthcare Staffing System, Inc. dba Juno Healthcare Registry 4401 Wilshire Blvd., Suite 230 Los Angeles, California 90010 H-703541 | ✓ | | ✓ | ✓ | ✓ |
| 13. | Master Staffing, Inc. 310 E. Colorado Street, Suite 206 Glendale, California 91205 H-703561 | ✓ | | ✓ | ✓ | ✓ |
| 14. | Maxim Healthcare Services, Inc. 5055 Wilshire Blvd., #845 Los Angeles, California 90036 H-703562 | ✓ | | ✓ | ✓ | ✓ |
| 15. | Mediscan Nursing Staffing, Inc. dba Mediscan Staffing Services 21050 Califa Street, Suite 100 Woodland Hills, California 91367 H-703563 | ✓ | | ✓ | ✓ | ✓ |
| 16. | Medstaff, Inc. dba Medstaff Healthcare Solutions 130 N. Brand Blvd., #304 Glendale, CA 91203 H-703542 | ✓ | | ✓ | ✓ | ✓ |

| RECOMMENDED CONTRACTORS | | SERVICE CATEGORY TO BE PROVIDED (✓) | | | | |
|-------------------------|--|-------------------------------------|--------------------------------------|----------------------|---|--|
| | | Temporary Nursing Support | Temporary Hemodialysis Nursing | Temporary Nursing | Temporary Specialty Nursing and Surgical Technician | Temporary Mental Health Assistant/ Psychiatric Technician |
| 17. | Nurses in Partnership H-703544 22144 Clarendon St., Suite 100 Woodland Hills, California 91367 | | | ✓ | ✓ | |
| 18. | Onassignment Staffing Services, Inc. dba OnAssignment Healthcare Staffing H-703564 26651 W. Agoura Road Calabasas, California 91302 | | | ✓ | ✓ | |
| 19. | Professional Resources Enterprises, Inc. dba UNI H-703545 3731 Wilshire Blvd., Suite 630 Los Angeles, California 90010 | ✓ | | ✓ | ✓ | ✓ |
| 20. | P.S. National, Inc. dba Professional Staffing H-703546 17645 Chatsworth Street Granada Hills, California 91344 | ✓ | | ✓ | ✓ | ✓ |
| 21. | SHC Services, Inc. dba Supplemental Healthcare H-703547 500 N. Brand Blvd., Suite 225 Glendale, California 91213 | ✓ | | ✓ | ✓ | |
| 22. | Tempus LLC dba Emerald Health Services H-703548 4640 Admiralty Way, Suite 201 Marina Del Rey, California 90292 | | | ✓ | ✓ | |
| 23. | United Staffing Solutions, Inc. H-703549 12069 Jefferson Blvd. Culver City, California 90230 | ✓ | | ✓ | ✓ | ✓ |

DEPARTMENT OF HEALTH SERVICES
Temporary Nursing Personnel Services Agreements
Two Year Extension Estimated Costs
November 1, 2011 – October 31, 2013

| FACILITY | <u>FY 2011 – 2012</u> November 1 – June 30, 2012 | <u>FY 2012 – 2013</u> July 1, 2012 – June 30, 2013 | <u>FY 2013 – 2014</u> July 1, 2013 – October 31, 2013 |
|-----------------------------------|--|--|---|
| METRO-CARE NETWORK | | | |
| - Coastal + CHCs | \$ 385,333 | \$ 578,000 | \$ 192,667 |
| - Southwest + CHCs | \$ 21,333 | \$ 32,000 | \$ 10,667 |
| LAC+USC HEALTHCARE NETWORK | | | |
| - MC/CHCs | \$19,091,971 | \$20,669,000 | \$ 6,889,667 |
| - JCHS | \$ 920,000 | \$ 1,380,000 | \$ 460,000 |
| VALLEYCARE NETWORK | | | |
| - MC/CHCs | \$ 1,436,667 | \$2,155,000 | \$ 718,333 |
| RLANRC | \$ 585,600 | \$ 878,400 | \$ 292,800 |
| TOTALS | \$22,440,904 | \$25,692,400 | \$ 8,564,134 |

DEPARTMENT OF HEALTH SERVICES
United Anesthesia Associates – H-211818
Estimated Costs

| FACILITY | <u>FY 2011 – 2012</u> November 1 – June 30, 2012 | <u>FY 2012 – 2013</u> July 1, 2012 – June 30, 2013 | <u>FY 2013 – 2014</u> July 1, 2013 – October 31, 2013 |
|-------------------|--|--|---|
| H-UCLA MC | \$ 844,000 | \$ 1,266,000 | \$ 422,000 |
| LAC+USC MC | \$ 172,000 | \$ 258,000 | \$ 86,000 |
| MLK MACC | \$ 0 | \$ 0 | \$ 0 |
| OV-UCLA MC | \$ 0 | \$ 0 | \$ 0 |
| RLANRC | \$ 359,999 | \$ 539,998 | \$ 179,999 |
| TOTALS | \$1,375,999 | \$2,063,998 | \$ 687,999 |

DEPARTMENT OF HEALTH SERVICES
Therapeutic Hemapheresis Services Agreements
Estimated Costs

| FACILITY | <u>FY 2011 – 2012</u> November 1 – June 30, 2012 | <u>FY 2012 – 2013</u> July 1, 2012 – June 30, 2013 | <u>FY 2013 – 2014</u> July 1, 2013 – October 31, 2013 |
|-------------------|--|--|---|
| H-UCLA MC | \$ 4,667 | \$ 7,000 | \$ 2,333 |
| LAC+USC MC | \$ 76,667 | \$ 115,000 | \$ 38,333 |
| MLK MACC | \$ 0 | \$ 0 | \$ 0 |
| OV-UCLA MC | \$ 53,333 | \$ 80,000 | \$ 26,667 |
| RLANRC | \$ 328,291 | \$ 492,437 | \$ 164,146 |
| TOTALS | \$ 462,958 | \$ 694,437 | \$ 231,479 |

EXHIBIT I

Contract No. _____

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT", dated November 1, 2008, and further identified as Agreement No. H_____, and any amendments and/or Administrative Amendments thereto, (all hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the term; and make other changes described herein; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective on the date approved by the County's Board of Supervisors, with such date reflected on the top of page 1 of this Amendment.
2. Agreement Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: This Agreement shall be effective November 1, 2008, and shall continue, unless sooner terminated or canceled, in full force and effect to and including October 31, 2013.

In all other circumstances, this Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") may also suspend the performance of services hereunder, in whole or in part, effective upon the Contractor's receipt of County's written notice. County's notice shall set forth the reason for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach of contract, and the Agreement may be terminated by County immediately. Any attempt to modify any term of this Agreement, without legal authorization, will constitute a material breach of this Agreement. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Administrative Amendment No. 1 dated June 1, 2009, Paragraph 2

referencing Agreement Exhibits A, A-1, A-2, A-3 and A-4 Paragraph 6. PERSONNEL MEDICAL SCREENING, shall be deleted in its entirety and replaced with the following Paragraph 6. PERSONNEL MEDICAL SCREENING, as follows:

“6. PERSONNEL MEDICAL SCREENING: Contractor’s personnel providing services herein shall be examined on an annual basis by either a physician, nurse practitioner or physician’s assistant licensed to practice with the United States, as required by Joint Commission and Section 70723, Title 22, California Code of Regulations. Contractor’s personnel shall abide by all Medical Screening Requirements and Standards as required by Joint Commission, Title 22, California Code of Regulations, CDC and LA County DHS Policy. Contractor shall provide County with evidence that each person is free of infectious diseases(s) and has received an annual Tuberculosis skin test or a chest x-ray every two years, a rubella antibody titer demonstrating immunity and/or vaccination and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity and have refused vaccination, a waiver to that effect must be on file and provided upon County’s request.

Health Screening: Contractor and Contractor's personnel must comply with LA County DHS Health Screening Policy 705.001, Immunization of Workforce Members Policy 925.100, Tuberculosis Screening Surveillance Program Policy 925.510 and Respiratory Protection Fit Testing policy 925.405. Contractor shall use LA County’s Employee Health Services

(EHS) forms. LA County Health Screening policies and forms can be accessed on the DHS website address: <http://ladhs.org/wps/portal/> Click on Employee Health Services Non-DHS/Non-County Forms link for information. Contract Non-County Workforce Member shall complete all annual testing's including Fit Test according to LA County standards, policies and forms. Contractor must ensure that health screening questionnaires including but not limited to annual Fit Test, Immunizations and Tuberculosis clearance are updated and completed annually. All health screening tests are the responsibility of the Contractor. All time and cost that the Contractor and Non-County Workforce Member spend complying with health screenings tests are the fiscal responsibility of the Contractor and shall not be billed to the County by the Contractor or Contractor's Non-County Workforce Member."

4. Administrative Amendment No. 1, Paragraph 3 referencing Agreement Exhibits A, A-1, A-2, A-3, and A-4, Paragraph 7, STAFF DEVELOPMENT TRAINING/ORIENTATION, subparagraph (i) shall be deleted in its entirety and replaced as follows:

"(i) Contractor personnel shall abide by L.A. County Competency Assessment-Direct and Indirect Patient Care Position policy 780.200 (attached). Contractor personnel shall be subject to Competency Testing standards as set forth by the County. The County shall make Study Guide material available electronically to the Contractor Nursing Directors or Contact Person. The Contractor shall print out the necessary number of

competency documents needed and distribute to all hired personnel at the Contractor's cost. Contract personnel are allowed to participate in practice sessions at any of the DHS sites according to the specific work area. Practice sessions must be arranged with County Nursing Supervisors or County Managers at the specific County Facility. Contractor shall make arrangements with the contracted DHS facility to enable contracted nurses to complete and pass the DHS annual competency testing and skills validations, facility specific specialty, orientation and competencies prior to beginning services and annually thereafter. County will communicate Competency Testing outcomes resulting in work status changes to the Contractor's personnel and to the Contractor Director and/or Staffing Coordinator. Contract personnel are not union represented by local union and are not entitled to any due process rights through Grievance or LA County, Civil Service Commission.

All time and cost that the Contractor incurs to have personnel complete and pass DHS internal or external training, orientations and competency testing are the fiscal responsibility of the Contractor."

5. Agreement Exhibit A-1, DESCRIPTION OF SERVICES, Paragraph 2, (TEMPORARY HEMODIALYSIS NURSING PERSONNEL SERVICES), 2nd Paragraph, shall be deleted in its entirety and replaced as follows:

"RN personnel providing services herein must meet training, experience and competencies in hemodialysis and be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association

(Course C) and hemodialysis. RN personnel providing services herein must also be currently certified in Basic Life Support ("BLS") by the American Heart Association. RN personnel must carry their current valid original CPR, hemodialysis, and BLS certification cards while providing services under this Agreement. In addition, all assigned personnel must carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current original California State License, registration, or certificate, at all times while providing services herein."

6. Agreement Exhibit A-2, DESCRIPTION OF SERVICES, (Temporary Nursing Personnel Services), Paragraph 1. DEFINITION: shall be deleted in its entirety and replaced as follows:

"1. DEFINITION: Temporary Nursing Personnel services are those professional nursing services that are provided to County Facilities by temporary, or as-needed nursing personnel. For purposes of this Agreement, temporary nursing personnel shall consist of a registered nurse ("RN") for clinical or staff services (i.e., Labor and Delivery RN; Medical & Surgical RN; Pediatric RN; Psychiatric RN, and Care Manager RN and for critical care services (i.e. Critical Care RN Neonatal Intensive Care Unit; Critical Care RN Pediatric Intensive Care Unit; Critical Care RN Burn Intensive Care Unit and Critical Care/Adult RN)."

7. Agreement Exhibit A-2, DESCRIPTION OF SERVICES, (Temporary Nursing Personnel Services), subparagraph A, Clinical Staff RN, 1st paragraph shall be

deleted in its entirety and replaced as follows:

"A. Clinical or Staff RN: RN personnel providing services herein must be currently certified in cardio-pulmonary resuscitation ("CPR") by the American Heart Association (Course C); additionally Labor and Delivery RN Personnel must be currently certified in Fetal Monitoring from the National Certification Corporation; and must carry their current valid original CPR certification while providing services under this Agreement."

8. Agreement Exhibit A-3, DESCRIPTION OF SERVICES, (Temporary Specialty Nursing, Surgical Technician Personnel Services), Nursing Category Title and Paragraph 1, DEFINITION, shall be deleted in its entirety and replaced as follows:

"(Temporary Specialty Nursing, Surgical Technician and Certified Medical Assistant Personnel Services)

1. DEFINITION: Temporary specialty nursing, surgical technician and certified medical assistant personnel services are those professional services that are provided to County Facilities by temporary, or as-needed, nursing, surgical technician, certified medical assistant, and by clinical nurse manager staff. For purposes of this Agreement, specialty nursing, surgical technician and certified medical assistant services personnel shall consist of an Emergency Room ("ER") registered nurse ("RN"), Operating Room ("OR") registered nurse or Perioperative registered nurse, Surgical Technician, Certified Medical Assistant, and by Clinical Nurse Manager."

9. Agreement Exhibit A-3, DESCRIPTION OF SERVICES, (Temporary Specialty Nursing, Surgical Technician Personnel Services), Paragraph 2, SPECIALTY

NURSING AND SURGICAL TECHNICIAN PERSONNEL, shall add subparagraph E as follows:

"E. Certified Medical Assistant: Certified Medical Assistant (CMA) personnel must have completed a Medical Assistant training program issued by an institution or instructor authorized to provide training pursuant to the standards established by the Medical Board of California. The CMA will assist licensed medical and nursing staff in the examination, treatment, and care of patients at an outpatient clinic, under the supervision of a physician. Must carry their valid original CPR certification while providing services under this Agreement."

10. Agreement Exhibits A, A-1, A-2, A-3 and A-4, Paragraph 3, SERVICES TO BE PROVIDED, subparagraph C. shall be deleted in its entirety and replaced as follows:

"C. Contractor personnel will provide direct and/or indirect general and specialty nursing and support care and services to L.A. County residents, as required by the County Facility's Nursing Administration. Personnel will provide correct and accurate documentation of patient treatment, care, service and medications administered and maintain all aspects of the Health Insurance Portability and Accountability Act (HIPAA)."

11. Agreement Exhibits A, A-1, A-2, A-3 and A-4, Paragraph 3, SERVICES TO BE PROVIDED, A., add Paragraph D as follows:

"D. If the minimum "number of personnel to be available" as stated in the Agreement above, either increases or decreases, Contractor shall

notify both the Facility(ies) and Contracts and Grants contact immediately. A decrease of minimum personnel over one month time may be grounds for suspension of Agreement. When contractor personnel is confirmed for work and reports off duty for that day, Contractor must provide a replacement personnel within 24 hours (including off-shift, weekends and holidays).”

12. Agreement Exhibits A, A-1, A-2, A-3 and A-4, Paragraph 9, GENERAL CONDITIONS, subparagraph B, additional sentence shall be added as follows:

“Contractor and assigned personnel will work closely and collaboratively with DHS staff, supervisors and managers in the direct and/or indirect delivery of safe, courteous and quality patient care and services.”

13. Agreement Exhibits A, A-1, A-2, A-3 and A-4, Paragraph 9, GENERAL CONDITIONS, subparagraph I shall be deleted in its entirety and replaced as follows:

“1. County Facility, at its sole discretion, may refuse utilization of specific Contractor RN personnel.

Assigned personnel must conform to the highest professional standards in the healthcare industry. L.A. County DHS reserves the right to evaluate and approve each contractor’s personnel provided to perform care and services under the contract. Lacking such approval, the Contractor’s assigned personnel will not render care or services under this contract and will be identified and placed on the L.A. County DHS “DO NOT SEND” database denying the opportunity to work for L.A. County DHS in the

future.”

14. Administrative Amendment No. 1, Paragraph 9 referencing Agreement Exhibit B.3, BILLING AND PAYMENT, (Temporary Specialty Nursing, Surgical Technician Personnel Services), the Nurse Category Title and Paragraph 2. HOURLY RATES, shall be deleted in its entirety and replaced as follows:

“(Temporary Specialty Nursing, Surgical Technician and Certified Medical Assistant Services)

”2. HOURLY RATES: County will reimburse Contractor for temporary nursing specialty, surgical technician and certified medical assistant personnel services provided under this Agreement at an amount not to exceed the following maximum rates set forth below.

| <u>Personnel Services</u> | <u>Shift</u> | <u>Hourly Rate</u> |
|--|---------------|--------------------|
| <u>Per Diem:</u> | | |
| Registered Nurse/Emergency Room | 8 hours..... | \$58.00 |
| Registered Nurse/Operating Room | 8 hours..... | \$58.00 |
| Registered Nurse/Perioperative | 8 hours..... | \$58.00 |
| Surgical Technician | 8 hours..... | \$37.00 |
| Certified Medical Assistant (8 hours only) | 8 hours..... | \$31.00 |
| | | |
| Registered Nurse/Emergency Room | 10 hours..... | \$62.00 |
| Registered Nurse/Operating Room | 10 hours..... | \$62.50 |
| Registered Nurse/Perioperative | 10 hours..... | \$62.50 |
| Surgical Technician | 10 hours..... | \$39.00 |
| | | |
| Registered Nurse/Emergency Room | 12 hours..... | \$66.00 |
| Registered Nurse/Operating Room | 12 hours..... | \$67.00 |
| Registered Nurse/Perioperative | 12 hours..... | \$67.00 |
| Surgical Technician | 12 hours..... | \$41.00 |

| <u>Traveler: (6 - 13 week engagement):</u> | <u>Shift</u> | <u>Hourly Rate</u> |
|--|---------------|--------------------|
| Registered Nurse/Emergency Room | 8 hours..... | \$67.00 |
| Registered Nurse/Operating Room | 8 hours..... | \$68.00 |
| Registered Nurse/Perioperative | 8 hours..... | \$68.00 |
| Surgical Technician | 8 hours..... | \$47.00 |
| Registered Nurse/Emergency Room | 10 hours..... | \$69.00 |
| Registered Nurse/Operating Room | 10 hours..... | \$70.00 |
| Registered Nurse/Perioperative | 10 hours..... | \$70.00 |
| Surgical Technician | 10 hours..... | \$49.00 |
| Registered Nurse/Emergency Room | 12 hours..... | \$71.00 |
| Registered Nurse/Operating Room | 12 hours..... | \$72.00 |
| Registered Nurse/Perioperative | 12 hours..... | \$72.00 |
| Surgical Technician | 12 hours..... | \$51.00 |
| Clinic Nurse Manager | 12 hours..... | \$87.00" |

15. Agreement Additional Provisions, Paragraph 17, shall be deleted in its entirety and replaced as follows:

"17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

17.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "Covered Entity" under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under

HIPAA/HITECH.

- 17.2 The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA/HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 17.3 Contractor and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.
- 17.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

15. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

(Certified Registered Nurse Anesthetist)

Amendment No. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and UNITED ANESTHESIA ASSOCIATES, INC.
(hereafter Contractor)

WHEREAS, reference is made to that certain document entitled, “TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT (Certified Registered Nurse Anesthetist)”, dated September 26, 2000, and any Amendments thereto, all further identified as County Agreement No. H-211818 (hereafter referred to as “Agreement”); and

WHEREAS, each medical facility listed in the Agreement shall retain professional and administrative responsibility for the services provided to its facility under this Agreement; and

WHEREAS, it is the intent of the parties to extend the term of the Agreement for an additional two years and make other changes described herein; and

WHEREAS, Agreement provides that changes to its provisions may be made in the form of an Amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective November 1, 2011.
2. Paragraph 1, TERM, first paragraph is revised to read as follows:

"1. TERM: The term of this Agreement shall commence on October 1, 2000, through October 31, 2013, and unless sooner terminated, shall expire on October 31, 2013."

3. During the term of this Amendment, Contractor shall be compensated according to the same payment provisions specified in the Agreement.

4. This Agreement is hereby amended to delete Paragraph 6, Section B. General Insurance Requirements, and Insurance Coverage Requirements, in its entirety and replace as follows:

"6. B. General Insurance Requirements:

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring
And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is

attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- Failure to Maintain Insurance
Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without

further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement

- Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

- Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

- Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain

County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

- Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

- Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

- Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory

requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5. This Agreement is hereby amended to delete Paragraph 40, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, in its entirety and replace it as follows:

"40. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health

Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA/HITECH.

The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA/HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing

regulations related to transactions and code sets, privacy, and security.

Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

6. This Agreement is hereby amended to add Paragraph 45, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, as follows:

"45. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

45.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Contractor.

45.2 In the event that both laid-off County employees and

GAIN/GROW participants are available for hiring, County employees shall be given first priority."

7. This Agreement is hereby amended to add Paragraph 46, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, as follows:

"46. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

46.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

46.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

8. Agreement is hereby amended to add Paragraph 47, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, as follows:

"47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 46 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any

other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

UNITED ANESTHESIA ASSOCIATES, INC.
Contractor

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT III

Contract No. H-_____

THERAPEUTIC HEMAPHERESIS SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "THERAPEUTIC HEMAPHERESIS SERVICES AGREEMENT", dated _____, and further identified as County Agreement No. H-_____, and any Amendments thereafter (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term through October 31, 2013 and update language and add new County mandated language; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on November 1, 2011.
2. Agreement Paragraph 1, TERM, first paragraph, shall be deleted in its entirety and replace it as follows:

"1. TERM: This Agreement shall commence on September 1, 2007, and unless sooner cancelled or terminated as provided herein, shall continue in full force and effect to and including October 31, 2013."

3. Agreement Paragraphs 8 and 9, GENERAL INSURANCE REQUIREMENTS, and INSURANCE COVERAGE REQUIREMENTS, shall be deleted in their entirety and replaced as follows:

"8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized

representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

and

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to

a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.3 Cancellation of or Changes Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall

be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement

8.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

9. INSURANCE COVERAGE

9.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

9.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or

workmen's compensation law or any federal occupational disease law."

4. Agreement Additional Provisions, Paragraph 13, CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)" shall be deleted in its entirety and replaced as follows:

"13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA/HITECH.

The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA/HITECH, but will independently seek its own counsel and

take the necessary measures to comply with the law and its implementing regulations. Contractor and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.

Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

5. Agreement Additional Provisions, Paragraph 19, SAFELY SURRENDERED BABY LAW, shall be deleted in its entirety and replaced as follows:

"19. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Amendment and is also available on the Internet at www.babysafela.org for printing purposes."

6. Agreement shall be amended to add Paragraph 39, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM to the Additional Provisions of the Agreement as follows:

"39. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206. "

7. Agreement is hereby amended to add Paragraph 40 to the Additional Provisions of the Agreement as follows:

"40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL